These are the Data-as-a-Service ("**DaaS**") terms and conditions applicable to the attached INSOURCE Purchase Agreement ("**IPA**") and apply between (A) INSOURCE Limited (the Supplier) and (B) the client listed in the IPA to which these Terms are linked (the "**Client**"). Background

1   THE SUPPLIER HAS DEVELOPED AND IS IN THE BUSINESS OF PROVIDING DAAS SERVICES TO CLIENTS WHO USE ANY OF ITS SOFTWARE PRODUCTS. THE CLIENT WISHES TO USE THE SUPPLIER'S DAAS SERVICES. THE SUPPLIER HAS AGREED TO PROVIDE, AND THE CLIENT HAS AGREED TO TAKE AND PAY FOR, THE DAAS SERVICES (AS DEFINED BELOW), SUBJECT TO THESE DAAS TERMS AND CONDITIONS ("TERMS").INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1 apply in these Terms.

"Anti-Slavery Requirements" means the Modern Slavery Act 2015, and any and all other applicable anti-slavery and/or human trafficking laws, statutes, regulations and legally binding codes whether or not legally binding from time to time in force;

"Business Day" means the hours between 9.00am and 5.30pm on a day, other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Change Control Procedure" means the procedures set out in clause 10.**"Confidential Information"** means all information (however recorded or preserved) disclosed by a party or its employees, consultants, officers, representatives, advisers, agents or sub-contractors involved in the provision or receipt of the DaaS Services (together, its Representatives) to the other party or that party's Representatives in connection with these Terms which information is either labelled as such or should reasonably be considered as confidential because of its nature and the manner of its disclosure.

"Client Account Team" means the individuals appointed by the Client from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under these Terms.

"Client Data" means any information that is provided by or on behalf of the Client to the Supplier as part of the Client's use of the DaaS Services, including any information derived from such information.

"Client's Operating Environment" means the Client's computing environment (consisting of hardware, software and telecommunications networks) that is to be used by the Client in connection with its use of the DaaS Services and which interfaces with the Supplier's System in order for the Client to receive the DaaS Services.

"Client's Nominated Representative" means the member of the Client Account Team appointed in accordance with clause 7.1.3.

"Client Software" has the meaning given to that term in the definition of Software.

"Complete Calendar Quarter" are the months either; Jan-Mar, or Apr-Jun, or Jul-Sept, or Oct-Dec.

"Designated Representative" has the meaning given in clause 26.2.

"Dispute" has the meaning given in clause 26.1.

"Dispute Notice" has the meaning given in clause 26.1.

"Dispute Resolution Procedure" means the procedure described in clause 26.

"Effective Date" means the date stated in the Supplemental Terms within the IPA.

"Extended Term" has the meaning given in clause 14.1.

"Fees" means the fees payable to the Supplier, as set out in the IPA.

"Force Majeure Event" means an event which is beyond the reasonable control of the party seeking to rely on such event (except to the extent such party could reasonably have avoided such event or its consequences by implementing such business continuity and/or disaster recovery measures and otherwise exercising such level of care in each case as could reasonably be expected of a party in its position, including:

(a) riot, civil unrest, military action, terrorism or war (whether declared or not) or threat of or preparation for war;

(b) damage to or destruction of premises or equipment, or breakdown of equipment, in each case not attributable to the party seeking to rely on such event;

(c) imposition of sanctions, embargo, blockade, or breaking off of diplomatic relations;

(d) epidemic (including any Public Health Emergency of International Concern or pandemic declared by the World Health Organization) or pandemic;

(e) any failure or refusal of any government or public authority to grant any necessary licence, permit or consent;

(f) interruption or failure of a utility service or transport or telecommunications network and/or breakdown of plant or machinery;

(g) severe delays or disruptions to the use of railways, shipping, aircraft, motor transport or other means of public or private transport;

(h) any change in applicable law which materially impacts a party's ability to perform any obligation under these Terms and/or significantly increases the costs to be incurred and/or effort to be expended by any party in performing its obligations under these Terms;

(i) earthquake, storm, fire, flood, landslide or other natural disaster; and

(j) industrial action, strikes or lock-outs by employees of third parties.

"Hardware" means all physical telecommunications, networking and computer equipment (including switches, routers, cables, servers, racks, cabinets and peripheral accessories) provided and used by the Supplier to deliver any of the DaaS Services to the Client.

"HDE" means Health Data Enterprise.

"Initial Term" means the period from the Effective Date until the date set out in the IPA.

"**Insource Purchase Agreement**" and "**IPA**" means the attached Insource Purchase Agreement between the Supplier and the Client which includes the DaaS Services.

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right,

topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"DaaS Services" means the service described in the DaaS Services Specification to be performed by the Supplier in accordance with these Terms.

"DaaS Services Specification" means the specification for the DaaS Services as described in Schedule 1.

"Meetings" has the meaning given in clause 15.1.**"Normal Business Hours"** means 8.30am to 6.00pm local UK time on Business Days.

"Permitted Purpose" has the meaning given in clause 12.3.1.**"Regulatory Requirement"** has the meaning given in clause 14.9.

"Relevant Terms" has the meaning given in clause 17.2.

"Representatives" has the meaning given to that term in the definition of Confidential Information.

"Service Credit" means any credits payable to the Client in accordance with the Service Level Arrangements.

"Service Delivery Failure" means has the meaning given in Schedule 2.

"Service Level Arrangements" and **"SLA"** means the service level arrangements set out in Schedule 2.**"Service Requirements"** means the Client's requirements for the DaaS Services as set out in the Client's IPA.

"Services" means the Set-up Services and the DaaS Services.

"Set-up Services" means the due diligence, configuration and related work referred to in clause 3, to be performed by the Supplier to set up the DaaS Services.

"Software" means any software used by the Supplier exclusively to provide the DaaS Services to the Client whether owned by a third party (being Third Party Software), by the Client (being Client Software) or by the Supplier (being Supplier Software).

"Software Products" means the INSOURCE software products made available to the Client under a separate licence agreement.

"Supplemental Terms" means the specific terms for the delivery of the DaaS Services as set out in the relevant schedule to the IPA which is described as "Supplemental Terms for the DaaS Services Terms and Conditions".

"Supplier Account Team" means the individuals appointed by the Supplier from time to time who shall serve as the Client's primary contacts for the Client's activities under these Terms.

"Supplier's Nominated Representative" means the member of the Supplier's Account Team appointed in accordance with clause 3.1.

"Supplier Software" has the meaning given to that term in the definition of Software.

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"Supplier's System" means the information and communications technology system to be used by the Supplier in performing the DaaS Services, including the Hardware, the Software and communications links between the Hardware and the Client's Operating Environment.

"Third Party Software" has the meaning given to that term in the definition of Software.

"Work Product" means all deliverables and all other reports, documents, materials, techniques, ideas, concepts, trade marks, know-how, algorithms, software, computer code, routines or sub-routines, specifications, plans, notes, drawings, designs, pictures, images, text, audiovisual works, inventions, data, information and other items, expressions, works of authorship or work product of any kind that are authored, produced, created, conceived, collected, developed, discovered or made by the Supplier in connection with the DaaS Services or which relate in any manner to the DaaS Services or which result from any work performed by the Supplier for the Client, including any and all Intellectual Property Rights therein.

1.2   Clause, Schedule and paragraph headings and any table of contents are included for convenience only and are not intended to and shall not affect the interpretation of these Terms.

1.3   A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.4   Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

1.5   Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.6   A reference to a statute or statutory provision is a reference to it as amended, extended, consolidated, replaced, superseded, re-enacted or otherwise converted, modified or incorporated into law from time to time.

1.7   A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.8   A reference to **writing** or **written** includes e-mail but not faxes.

1.9   Any phrase introduced by the words **including**, **includes**, **in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.10   References to clauses and Schedules are to the clauses and schedules of these Terms. References to paragraphs are to paragraphs of the relevant Schedule.

1.11   A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assignees.

1.12   The Schedules form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Schedules and the background section. If there is any inconsistency between any of the provisions in the main body of these Terms and the Schedules, the provisions in the main body of these Terms shall prevail.

1.13   The Supplemental Terms in the IPA form part of these Terms and shall have effect as if set out in full in the body of these Terms. Any reference to these Terms includes the Supplemental

Terms in the IPA. If there is an inconsistency between any of the provisions in the main body of these Terms and the Supplemental Terms, the provisions in the Supplemental Terms shall prevail.

2 SERVICE REQUIREMENTS AND DUE DILIGENCE

2.1 The Supplier warrants and represents that:

2.1.1 when producing the DaaS Services Specification it has taken account of and effectively incorporated all elements of the Service Requirements; and

2.1.2 it is able to provide all of the DaaS Services described in the DaaS Services Specification in accordance with all applicable descriptions, as further set out and described in the Service Requirements.

2.2 In addition, throughout the term of these Terms, the Supplier shall be responsible for specifying to the Client all information reasonably required by the Supplier for the purposes of recommending, advising, establishing, setting-up and providing the DaaS Services and the Supplier shall do so in sufficient detail to enable the Client to supply all such information to the Supplier, so far as it is available to the Client. The Supplier shall review all such information supplied by the Client to the Supplier promptly on receipt and shall promptly following receipt notify the Client of any further information reasonably required by the Supplier.

3 SET-UP SERVICES

3.1 The Supplier shall appoint the Supplier's Nominated Representative, who shall have the authority to contractually bind the Supplier on all matters relating to these Terms. The Supplier shall use reasonable endeavours to ensure continuity of the Supplier's Nominated Representative, but has the right, in its absolute discretion, to replace them from time to time where reasonably necessary in the interests of the Supplier's business.

3.2 The Supplier shall use reasonable endeavours to perform the Set-up Services but any timetable and dates shall be estimates only, and time shall not be of the essence in these Terms.

4 SERVICE PROVISION AND SERVICE LEVELS

4.1 The Supplier shall provide the DaaS Services until expiry or termination of these Terms for any reason.

4.2 The Client shall remain responsible for the use of the DaaS Services under its control, including any use by third parties (whether fraudulent or invited by the Client).

4.3 The Service Level Arrangements shall apply with effect from the start of the first complete calendar month commencing not less than thirty (30) days after the later of (a) the Effective Date and (b) the commencement of delivery of the DaaS Services.

5 SUPPLIER'S OBLIGATIONS

5.1 The Supplier undertakes that the DaaS Services will be performed with all reasonable skill and care and the provisions of these Terms that the DaaS Services will be provided substantially in accordance with the DaaS Services Specification.

5.2 The undertaking in clause 5.1 shall not apply to the extent of any non-conformance that is caused by use of the DaaS Services contrary to the Supplier's instructions, including as set out in these Terms.

5.3　If the DaaS Services do not conform with the undertaking in clause 5.1, the Supplier shall, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Client with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the undertaking in clause 5.1.

5.4　Notwithstanding the foregoing, the Supplier does not warrant that the Client's use of the DaaS Services shall be uninterrupted or error-free.

5.5　These Terms shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services that are similar to those provided under these Terms.

6　SECURITY

In the performance of the DaaS services, the Supplier undertakes not to do anything which would compromise or provide unauthorised access or damage to, and to ensure the business continuity of, any and all Services, the Supplier's System and related networks or resources and the Client Data.

7　CLIENT'S OBLIGATIONS

7.1　The Client shall:

7.1.1　provide the Supplier with:

7.1.1.1 all necessary co-operation in relation to these Terms; and

7.1.1.2 all necessary access to such information as may be reasonably required by the Supplier,

in order to provide the DaaS Services, including Client Data, security access information, and (subject to providing any confidentiality undertakings reasonably required by the Client) software interfaces to the Client's other business applications;

7.1.2　provide such personnel assistance, including the Client Account Team and other Client personnel, as may be reasonably requested by the Supplier from time to time;

7.1.3　appoint the Client's Nominated Representative, who shall have the authority to contractually bind the Client on all matters relating to these Terms. The Client shall use reasonable endeavours to ensure continuity of the Client's Nominated Representative, but has the right, in its absolute discretion, to replace them from time to time where reasonably necessary in the interests of the Client's business;

7.1.4　comply with all applicable and regulations with respect to its activities under these Terms, including those set out in clause 17; and

7.1.5　carry out all other Client responsibilities and obligations set out in these Terms or in any of the Schedules in a timely and efficient manner. In the event of any delays in the Client's provision of such assistance as agreed by the parties or performance of the Client's responsibilities and obligations, the Supplier shall be entitled to an equitable adjustment to the date or dates in any time schedule or, if the Supplier incurs additional costs to avoid or mitigate the effects of Client's failure or delay in providing such assistance or performance of its responsibilities and obligations, the Supplier shall be entitled to make an equitable adjustment to the Fees (or a combination of the two as appropriate). The starting basis for determining the equitable adjustment to the Fees for the

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purposes of this clause 7.1.5 shall be the Supplier's reasonable increased costs to the extent the same cannot be mitigated.

8   WARRANTIES

8.1   The Client warrants and represents that:

8.1.1   it has the full capacity and authority to enter into and perform these Terms and that these Terms are executed by a duly authorised representative of the Client;

8.1.2   it has the authority to grant any rights to be granted to the Supplier under these Terms, including the right to provide the Software and Hardware to the Supplier as indicated in these Terms and for the same to be used in the provision of the DaaS Services and otherwise in connection with these Terms.

8.2   The Client warrants that:

8.2.1   it shall comply with and use the DaaS Services in accordance with these Terms and all applicable laws, and shall not do any act that shall infringe the rights of any third party including the publishing or transmission of any materials contrary to relevant laws;

8.2.2   it shall comply with all laws and regulations applicable to the Client in performing its obligations under these Terms; and

8.2.3   the Supplier's possession and use in accordance with these Terms of any materials (including third-party materials supplied by the Client to the Supplier) shall not cause the Supplier to infringe the rights, including any Intellectual Property Rights, of any third party.

8.3   The Supplier warrants and represents that it has the full capacity and authority to enter into and perform these Terms and that these Terms are executed by a duly authorised representative of the Supplier.

8.3   The Supplier warrants that:

8.3.1   the Supplier shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of the Client disparage the Client, its clients or Clients, it's or their business, products or services;

8.3.2   it shall comply with all laws and regulations applicable to the Supplier in performing its obligations under these Terms;

8.3.3   the Client's possession and use in accordance with these Terms of any materials (including third-party materials) supplied by the Supplier to the Client shall not cause the Client to infringe the rights, including any Intellectual Property Rights, of any third party; and

8.3.4   all personnel and sub-contractors used by the Supplier in the performance of these Terms are adequately skilled and experienced for the activities they are required to perform.

9   CHARGES AND PAYMENT

9.1   The Client shall pay the Fees for the DaaS Services as set out in the IPA.

9.2   The Client shall reimburse the Supplier for all actual, reasonable travel costs and expenses including travel, hotels and meals incurred by the Supplier in performance of the Set-up Services.

9.3   All amounts and Fees stated or referred to in these Terms are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.4   The Supplier shall invoice the Client as required by the Insource Purchase Agreement.

9.5   If the Client fails to make any payment due to the Supplier under these Terms by the due date for payment, then, without limiting the Supplier's remedies under clause 14, the Client shall pay interest on the overdue amount at the rate of 4% per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

10   CHANGE CONTROL

10.1   If either party wishes to change the scope of the DaaS Services (including Client requests for additional services), it shall submit details of the requested change to the other in writing ("**Contract Change Notice**").

10.2   If either party requests a change to the scope or execution of the DaaS Services, the Supplier shall, within a reasonable time, provide a written estimate to the Client of:

10.2.1 the likely time required to implement the change;

10.2.2 any variations to the Fees arising from the change;

and

10.2.3 any other impact of the change on these Terms.

10.3   If either party wishes the other party to proceed with the relevant change, the Supplier has no obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and these Terms to take account of the change.

11   PROPRIETARY RIGHTS

11.1   The Client acknowledges and agrees that, as between the parties, the Supplier and/or its licensors own all Intellectual Property Rights in the Work Product and in all other materials connected with the provision of the DaaS Services and/or developed or produced in connection with these Terms by the Supplier, its officers, employees, sub-contractors or agents. Except as expressly stated in these Terms, these Terms does not grant the Client any rights to such Intellectual Property Rights.

11.2   The Supplier shall not disclose to the Client or use in its work any trade secrets or confidential information of a third party which the Supplier is not lawfully entitled to disclose or use in such manner. The Supplier shall not use any equipment, supplies, facilities, computer code, work product, inventions or materials of any other third party (Third-Party Materials) in any Work Product or in the Supplier's performance under these Terms unless:

11.2.1 the Supplier has the full right and authority to do so without violating any rights of any third party;

11.2.2 the Supplier has obtained all necessary rights to enable it to perform its obligations under these Terms and grant the rights granted pursuant to these Terms, and to permit the Client to utilise the Third-Party Materials as contemplated under these Terms, in each case at no additional cost or expense to the Client;

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11.2.3 the Client's use of such Third-Party Materials will not restrict or impair in any manner its use of the Work Product or subject the Client to any obligation or liability; and

11.2.4 such Third-Party Materials are specifically identified to the Client in writing in advance of any use and the Client has agreed in writing to such use.

11.3   Each party reserves all rights not expressly granted or transferred in or pursuant to these Terms.

12   CONFIDENTIALITY

12.1   Each of the parties recognises that in the course of negotiating and/or performing these Terms it may receive Confidential Information belonging or relating to the other party.

12.2   The provisions of this clause 12 shall not apply to any Confidential Information that:

12.2.1 is or becomes generally freely available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause 12);

12.2.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

12.2.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

12.2.4 was known to the receiving party before the information was disclosed to it by the disclosing party;

12.2.5 the parties agree in writing is not confidential or may be disclosed; or

12.2.6 the receiving party proves to the reasonable satisfaction of the disclosing party was developed by or for the receiving party independently of the information disclosed by the disclosing party.

12.3   Each party shall keep the other party's Confidential Information confidential and shall not:

12.3.1 use such Confidential Information except for the purpose of exercising or performing its rights and obligations under these Terms (**Permitted Purpose**); or

12.3.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 12.

12.4   Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its Representatives in violation of these Terms.

12.5   The Client:

12.5.1 acknowledges and agrees that the Supplier's Confidential Information includes any designs, plans, software or other materials created by the Supplier in connection with the DaaS Services; and

12.5.2 agrees not to make use of any such designs, plans, software or other materials for any purpose other than receipt of the DaaS Services.

12.6   The Supplier acknowledges and agrees that the Client Data is the Confidential Information of the Client.

12.7   A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

12.7.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

12.7.2 at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 12.

12.8   A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including any relevant securities exchange) or by a court, arbitral or administrative tribunal or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 12.8, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

12.9   A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.

12.10 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in these Terms are granted to the other party or to be implied from these Terms.

12.11 The provisions of this clause 12 shall continue to apply after expiry or termination of these Terms for any reason.

13   LIMITATION OF LIABILITY

13.1   This clause 13 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

13.1.1 any breach of these Terms;

13.1.2 any use made by the Client of the DaaS Services; and

13.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with these Terms.

13.2   Except as expressly provided in these Terms:

13.2.1 the Client assumes sole responsibility for results obtained from the use of the DaaS Services, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Client in connection with the DaaS Services, or any actions taken by the Supplier at the Client's direction; and

13.2.2 all warranties, conditions and other terms implied by statute, common law or otherwise are, to the fullest extent permitted by law, excluded from these Terms.

13.3   Nothing in these Terms excludes or limits the liability of the Supplier for:

13.3.1 death or personal injury caused by the Supplier's negligence;

13.3.2 fraud or fraudulent misrepresentation; or

13.3.3 any other liability which cannot lawfully be excluded or limited.

13.4   The Service Level Arrangements state the Client's sole and exclusive right and remedy, and the Supplier's only obligation and liability, in respect of the performance and availability of the DaaS Services, or their non-performance and non-availability.

13.5   Subject to clauses 13.3 and 13.4:

13.5.1 neither party shall be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise for any loss of profits, loss of business, depletion of goodwill or similar losses, or for any indirect or consequential loss, costs, damages, charges or expenses however arising; and

13.5.2 a party's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of these Terms shall be limited to the price paid for the DaaS Services during the 12 months preceding the date on which the claim arose.

14   TERM AND TERMINATION

14.1   These Terms shall commence on the Effective Date. Unless terminated earlier in accordance with this clause 14, these Terms shall continue in force for the Initial Term and shall automatically extend for successive twelve (12) month periods (**Extended Term**) at the end of the Initial Term and at the end of each Extended Term. Either party may give written notice to the other party, not later than ninety (90) days before the end of the Initial Term or the relevant Extended Term, to terminate these Terms at the end of the then current Initial Term or the relevant Extended Term, as the case may be.

14.2   Without prejudice to any rights that have accrued under these Terms or any of its rights or remedies, the Client may terminate these Terms at any time after the Initial Term on giving not less than ninety (90) days' written notice to the Supplier.

14.3   Without prejudice to any other right or remedy available to it, either party may terminate these Terms with immediate effect by giving written notice to the other party if:

14.3.1 the other party fails to pay any amount due under these Terms on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment;

14.3.2 the other party commits a material breach of any term of these Terms and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

14.3.3 the other party breaches any of the terms of clause 12;

14.3.4 the other party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

14.3.5 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.3.6 a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

14.3.7 an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given, or an administrator is appointed, over the other party;

14.3.8 the holder of a qualifying floating charge over any of the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

14.3.9 a person becomes entitled to appoint a receiver over any of the assets of the other party or a receiver is appointed over any of the assets of the other party;

14.3.10 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

14.3.11 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3.4 to clause 14.3.9 (inclusive); or

14.3.12 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

14.4 Without prejudice to any other right or remedy available to it:

14.4.1 the Client may terminate these Terms with immediate effect by giving written notice to the Supplier if:

14.4.1.1 the Supplier commits a series of breaches of these Terms which are each individually not material but which occur sufficiently often within a sufficiently short period to have, in aggregate, the effect of being a material breach; or

14.5 The party not affected by a continuing Force Majeure Event may terminate these Terms in accordance with clause 16.1.

14.6 Any provision of these Terms which expressly or by implication is intended to come into or continue in force on or after expiry or termination of these Terms shall remain in full force and effect.

14.7 Expiry or termination of these Terms for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at expiry or termination.

14.8   On expiry or termination of these Terms for any reason:

14.8.1 the Supplier shall immediately cease provision of the Set-Up Services and DaaS Services;

14.8.2 (subject to clause 14.9) each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party.

14.9   If a party is required by any law, regulation, or government or regulatory body (**Regulatory Requirement**) to retain any documents or materials which it would otherwise be obliged to return, it shall notify the other party in writing of such retention, giving details of the documents or materials that it must retain clause 12 shall continue to apply to any such retained documents and materials for as long as any such requirement continues in force, subject to any disclosure mandated by any Regulatory Requirement.

14.10   On expiry or termination of this Agreement for any reason, any unpaid Service Credits claimed and accruing shall represent a debt due from the Supplier to the Client.

15   CONTRACT GOVERNANCE

15.1   The Client's Nominated Representative and the Supplier's Nominated Representative shall have regular meetings to monitor and review the performance of the DaaS Services under these Terms, to discuss any changes proposed and to discuss the Service Level Arrangements (each a "**Meeting**"). These Meetings shall be minuted by the Supplier's Nominated Representative and copies of those minutes shall be circulated to, and approved by, both parties.

15.2   Before each Meeting, the Client's Nominated Representative shall notify the Supplier's Nominated Representative, and vice versa, of any problems relating to the provision of the DaaS Services for discussion at the Meeting. At each such Meeting, the parties shall agree a plan to address such problems. In the event of any problem being unresolved or a failure to agree on the plan, the matter shall be resolved in accordance with the Dispute Resolution Procedure. Progress in implementing the plan shall be included in the agenda for the next Meeting.

15.3   Meetings shall be held at intervals defined in the Supplemental Terms within the IPA.

15.4   Each Meeting shall be attended by senior representatives of the Client and of the Supplier, together with the Client's Nominated Representative and Supplier's Nominated Representative and may be held in person or virtually.

16   FORCE MAJEURE

16.1   Neither party shall have any liability to the other under these Terms if it is prevented from, or delayed in, performing its obligations under these Terms, arising from any Force Majeure Event, provided that:

16.1.1 the other party is notified of such an event and its expected duration; and

16.1.2 it uses all reasonable endeavours to mitigate, overcome or minimise the effects of the Force Majeure Event concerned,

and that if the period of delay or non-performance continues for ninety (90) days or more, the party not affected may terminate these Terms by giving not less than fourteen (14) days' written notice to the other party.

16.2   If the Force Majeure Event results in the suspension of all or any part of the DaaS Services, then the Client shall not be obliged to pay the relevant Fees until such time as the Force Majeure

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Event shall have ceased to have effect and the DaaS Services recommence in accordance with these Terms.

17   ANTI-BRIBERY, ANTI-SLAVERY AND HUMAN TRAFFICKING

17.1   The Supplier shall:

17.1.1 comply with all applicable laws, statutes and regulations and codes relating to anti-bribery and anti-corruption, including the Bribery Act 2010 (**Relevant Requirements**);

17.1.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

17.1.3 have and maintain in place throughout the term of these Terms its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 17.1.2, and shall enforce them where appropriate;

17.1.4 promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of these Terms;

17.1.5 immediately notify the Client (in writing) if a foreign public official becomes an officer or employee of the Supplier **AND/OR** acquires a direct or indirect interest in the Supplier (and the Supplier warrants and represents that it has no foreign public officials as officers or employees **AND/OR** direct or indirect owners at the date of these Terms);

17.1.6 within three (3) months of the date of these Terms, and annually thereafter, if requested to do so by the Client, certify to the Client in writing signed by an officer of the Supplier, compliance with this clause 17 by the Supplier and all persons associated with it and all other persons for whom the Supplier is responsible under clause 17.1.5. The Supplier shall provide such supporting evidence of compliance as the Client may reasonably request.

17.2   The Supplier shall ensure that any person associated with the Supplier or who is otherwise performing services or providing goods in connection with these Terms does so only on the basis of a written contract that imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 17 (**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Client for any breach by such persons of any of the Relevant Terms.

17.3   In relation to these Terms and/or its subject matter, neither the Supplier nor any of its employees, sub-contractors, agents or suppliers or others performing services (in any capacity) for or on behalf of the Supplier in connection with the subject matter of these Terms (each an **Associated Person)** has done (or agreed to do) or shall do (or agree to do) anything which constitutes a breach by either party or any Associated Person of any Relevant Requirements or would constitute a breach by either party or any Associated Person of any Relevant Requirements if the Supplier or such Associated Person had a close connection with the United Kingdom as defined in s.12(4) of the Bribery Act 2010.

17.4   The Supplier acknowledges and agrees that it has been provided with a copy of the Client's ethics and anti-corruption codes, policies and procedures as at the date of these Terms and undertakes that it shall (and shall procure that its Associated Persons shall) throughout the term of these Terms comply with, monitor and enforce such codes, policies and procedures, and any update to such codes, policies and/or procedures as is notified to the Supplier in writing from time to time. The Client shall give the Supplier reasonable notice of any changes to such codes, policies and procedures.

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17.5   The Supplier shall (and shall procure that its Associated Persons shall) promptly co-operate with the Client and/or any regulator and/or prosecutor in any investigation relating to any breach, or alleged breach, of any Relevant Requirements by the Supplier or any of its Associated Persons.

17.6   For the purpose of this clause 17, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), section 6(5) and (6) of that Act, and section 8 of that Act respectively. For the purposes of this clause 17 a person associated with the Supplier also includes any sub-contractor of the Supplier.

17.7   In performing its obligations under these Terms the Supplier shall:

17.7.1 comply with the Anti-Slavery Requirements;

17.7.2 have and maintain throughout the term of these Terms policies and procedures to ensure its compliance with the Anti-Slavery Requirements;

17.7.3 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;

17.8   The Supplier shall notify the Client as soon as the Supplier becomes aware of:

17.8.1 any breach or potential breach of the Anti-Slavery Requirements by the Supplier; or

17.8.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with these Terms.

17.9   For the duration of these Terms and at least one year after its expiry or termination for any reason, the Supplier shall:

17.9.1 maintain a complete set of records to trace the supply chain of all Software Products and Services provided to the Client in connection with these Terms; and

17.9.2 permit the Client and its third party representatives (during normal business hours and on reasonable notice (being not less than five (5) Business Days) unless the Client reasonably suspects a breach of this clause 17 in which case the audit may be conducted outside normal business hours and/or without notice) to access the Supplier's premises and to inspect and take copies of all relevant records, and to meet the Supplier's personnel (and/or to authorise accountants appointed by the Client to do any of the above) for the purposes of auditing the Supplier's compliance with its obligations under this clause 17.

17.10 Breach of this clause 17 shall be deemed a material breach under clause 14.3.2.

18   WAIVER

No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

19   SEVERANCE

19.1   If any provision or part-provision of these Terms is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Terms.

19.2   If any provision or part-provision of these Terms is deemed deleted under clause 19.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20   ENTIRE AGREEMENT AND VARIATION

20.1   These Terms constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

20.2   Each party acknowledges that in entering into these Terms it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.

20.3   No variation of these Terms shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21   ASSIGNMENT

21.1   The Supplier may at any time assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under these Terms without the consent of the Client.

21.2   The Client shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights or obligations under these Terms.

22   NO PARTNERSHIP OR AGENCY

22.1   Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties constitute any party the agent of another party nor authorise any party to make or enter into any commitments for or on behalf of any other party.

22.2   Each party confirms it is acting on its own behalf and not for the benefit of any other person.

23   THIRD PARTY RIGHTS

Except as expressly provided elsewhere in these Terms, no one other than a party to these Terms, its successors and permitted assignees, shall have any right to enforce any of its terms.

24   RIGHTS AND REMEDIES

Except as expressly provided in these Terms, the rights and remedies provided under these Terms are in addition to, and not exclusive of, any rights or remedies provided by law.

25   NOTICES

25.1   Any notice or other communication required to be given to a party under or in connection with these Terms shall be in writing and shall be

delivered by hand or by pre-paid first class post or other next Business Day delivery service at its registered office.

25.2   Any notice or communication shall be deemed to have been received:

25.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or

25.2.2 if sent by pre-paid first class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

25.3   This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution. For the purposes of this clause 25 only, "writing" shall include e-mail.

26   DISPUTE RESOLUTION

26.1   If a dispute arises under or in connection with these Terms (**Dispute**), including any Dispute arising out of any amount due to a party, then before bringing any legal proceedings or commencing any other alternative dispute resolution procedure in connection with such Dispute, a party must first give written notice (**Dispute Notice**) of the Dispute to the other party describing the Dispute and requesting that it is resolved under the dispute resolution procedure described in this clause 26.

26.2   If the parties are unable to resolve the Dispute within 30 days of delivery of the Dispute Notice, each party shall promptly (and in any event within five Business Days):

26.2.1 appoint a representative who has authority to settle the Dispute and is at a higher management level than the person with direct responsibility for the administration of these Terms (**Designated Representative**); and

26.2.2 notify the other party of the name and contact information of its Designated Representative.

26.3   Acting reasonably and in good faith the Designated Representatives shall discuss and negotiate to resolve the Dispute, including agreeing the format and frequency for such discussions and negotiations, provided that all reasonable requests for relevant information relating to the Dispute made by one party to the other party shall be complied with as soon as reasonably practicable).

26.4   If the parties are unable to resolve the Dispute within 30 days after the appointment of both Designated Representatives, either party may proceed with any other available remedy.

26.5   Notwithstanding any other provision of these Terms, a party may seek interim or other equitable relief necessary (including an injunction) where damages would be an inadequate remedy.

27   GOVERNING LAW AND JURISDICTION

27.1   These Terms and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

27.2   Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or its subject matter or formation (including non-contractual disputes or claims).

CLIENTCLIENTCLIENTSCHEDULE 1

Data-As-A-Service Specification

INTRODUCTION

The Insource data management managed service is designed to provide the Client with the services required to run an Insource Health Data Enterprise[1] (**HDE**) base data management application ("**DaaS Services**"). The DaaS Services includes both reactive and pro-active service elements which are categorised into: -

1.   Proactive Monitoring

    2.   Proactive Maintenance
    3.   Reactive Support & Maintenance
    4.   Additions, Configuration & Change
    5.   New Projects

These DaaS Services are undertaken on an implementation of HDE or its derivatives or apps whether in a hosted or on-premise environment.

1.   PROACTIVE MONITORING

1.1   Pro-Active Data Content Management

1.1.1.   Local to National Code Management

1.1.1.1.   The Supplier will monitor local to code mapping daily, to identify and document unmapped codes.

1.1.1.2.   The Supplier will notify the Client with details of an error in local to national code mapping within 8 hours of an incident of unmapped codes being discovered.

1.1.1.3.   The Supplier will upload updated local to national code mapping provided by the Client with 8 hours of receipt of the updated mapping.

1.2   Pro-active Build Process Monitoring

1.2.1.   Daily logs

1.2.1.1.   The Supplier will monitor daily the processing logs to identify build failures, and take appropriate corrective action where failures have been reported.

1.2.1.2.   The Supplier will undertake best reasonable endeavours to correct build failures such that:-

1.2.1.2.1.   on agreement with the Client the failed build is completed during the business hours following the failure and before the next build cycle;

1.2.1.2.2.   to the best of the Supplier's knowledge the next build cycle will complete successfully; and

1.2.1.2.3.   where the build failures are outside of the Supplier's control or where correction of such failures would incur more than two-man days' effort, the Supplier will undertake

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investigations to identify the reasons for the build cycle failures and provide suggested corrective actions and where appropriate estimates of the costs associated with such actions to correct the errors in the build cycle process.

1.2.2.   Build times

1.2.2.1.   The Supplier will monitor trends in build cycle times compare each build cycle time with the build duration previously agreed with the Client.

1.2.2.2.   Where build cycle times fall outside of the previously agreed duration, the Supplier will take appropriate corrective action such that:-

1.2.2.3.   where possible build times are brought within agreed parameters; and

1.2.2.4.   where it is not possible or where correction of such failures would incur more than two-man days' effort, the Supplier will undertake investigations to identify the reasons for the extended build cycle times and report these reasons along with suggested corrective actions and where appropriate estimates of the costs associated with such actions.

2.   PROACTIVE MAINTENANCE

2.1   Software Version upgrades

2.1.1.   The Supplier will notify the Client of impending releases of the Software Products subject to these Terms currently in use by the Client providing briefing information on new features and functions. The Supplier will investigate and report the implications of the upgrade on the Client's implementation.

2.1.2.   Where the Client elects to have the new version implemented:-

2.1.2.1.   the Supplier will test the upgrade prior to final release to the Client's environments; and

2.1.2.2.   the Supplier will provide the services needed to upgrade all of the Client's HDE environments.

3.   REACTIVE SUPPORT & MAINTENANCE

3.1   The Client will nominate a maximum of three users that may log reactive support and maintenance issues.

3.2   SLA

3.2.1.   All reactive support and maintenance will be subject to the Service Level Arrangements contained in these Terms, as set out in Schedule 2.

3.3   Reactive Support

3.3.1.   The scope of reactive support is limited to the Software Products subject of these Terms.

3.3.2.   The Supplier will provide an electronic method of logging support issues.

3.3.3.   The Supplier will ensure that all issues logged will have an SLA level assigned.

3.4   Reactive Maintenance

3.4.1.   **User, User Groups, Workflow & Business Units Maintenance**

3.4.2.   The Supplier will provide reactive maintenance of users, user groups, workflow, and business units of the Software Products, who are the subject of these Terms.

4.   **ADDITIONS, CONFIGURATIONS, AND CHANGE**

4.1   The Supplier will provide an initial estimate of the time to complete the addition, configuration, and change logged by the Client.

4.1.1.   The Supplier will provide an estimate for completion of the requested addition, configuration or change which must be 2 days or less.

4.1.2.   Where an estimate for an addition, configuration or change is greater than two days, the Client may request a scope exercise to define a Contract Change Notice for the completion of the addition, configuration or change.

4.2   The Supplier will provide the services necessary to undertake the additions, configurations and changes requested by the Client under the terms of the SLA included in these Terms.

5.   **NEW PROJECTS**

5.1   The Client will nominate a maximum of three users that may log requests for new projects.

5.2   The Supplier will undertake an initial scope to define a Contract Change Notice for the completion of the new project as requested by the Client.

SCHEDULE 2

Service Level Arrangements

1   Service availability

1.1   The DaaS service will be available during normal business days, except planned maintenance periods.

1.2   For the avoidance of doubt, the DaaS Services shall not be considered subject to response and resolution times during maintenance events, Client-caused outages or disruptions, or outages or disruptions attributable in whole or in part to Force Majeure Events within the meaning of clause 16.

2   Priorities, Response and Resolution Times

2.1   Priority Matrix

The following matrix defines what measures will be used to assign a priority to a reported issue which is not covered by the descriptions listed in Priority Definitions below

		Impact		
		High	Medium	Low
Urgency	High	1. Critical	2. Urgent	3. Routine
	Medium	2. Urgent	3. Routine	4. Service Request
	Low	3. Routine	4. Service Request	5. Planning

2.2   Priority Definitions

The following response time and resolution times will be delivered against issues allocated the appropriate priority levels as defined

Priority Level	Description	Support Response Time	Targe Resolution Time (business day)
Priority 1 (P1): CRITICAL	• Lack of availability of an updated UDL [2] • Inaccessible UDL	1 hour	1 day
Priority 2 (P2): URGENT	• Severe degradation in system performance affecting all users due to the failure of the Software Products • Connectivity available, but applications not functioning as expected i.e. HDE services.	4 hour	2 days

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[2] The fix time for "the lack of availability of an updated UDL" refers to the time taken to resolve the issues attributable to the Software Products and does not include issues which are attributable to the underlying Infrastructure. Also, does not guarantee an updated UDL within the fix period, the supplier will make best reasonable endeavors to make an updated UDL available within the SLA time period, otherwise the UDL will be updated within the next build cycle.

Priority Level	Description	Support Response Time	Targe Resolution Time (business day)
	• Data integrity is compromised. i.e., partial data presented, or data is not refreshed as per agreed schedule • Data loading mechanism reports a failure • Custom business rules incorrectly defined • Logical data processing error		
Priority 3 (P3): ROUTINE	• Local to national coding mapping incident • Notification of Software Products updates • Requests for updates in user, group workflow and business unit changes • Request for an estimate of Software Product configuration change • Delivery of a two-day Software Product configuration change	1 day	5 days
Priority 4 (P4): SERVICE REQUEST	• Requests for Software Product updates • Requests for additional training • Requests for additional consultancy or new project • Requests for advice on local configuration • Delivery of a Software product configuration change which will require more than a two-day configuration as specified in the request for an estimate • Incidents/problems caused by items/reasons not supported by the Supplier under the terms of this Contract, including (but not limited to) third party software, network, infrastructure, Authority supplied hardware, etc.	3 days	Variable on reason for request 1 week to 2 months

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Priority Level	Description	Support Response Time	Targe Resolution Time (business day)
Priority 5 (P5): PLANNING	• Planning Sessions	5 days	No fixed Resolution time. Arranged as available.

3 Service Credits

3.1 A **Service Delivery Failure** is defined as the failure to meet a response and resolution target threshold in any given complete calendar quarter. Target thresholds are as defined in the following table

Priority	% of Cases meeting response times	% of Cases meeting the target resolution times
1	100	95
2	95	98
3	95	95
4	100	100
5	100	N/A

3.2 In the event of a **Service Delivery Failure**, the Supplier shall credit the Client's account by an amount calculated as

3.3 Twice the additional time taken to complete the incident over and above the service level defined for that incident, up to a maximum of four times the incident service level

3.4 A Service Credit shall not be accrued unless the Client requests it within 20 Business Days of the end of the calendar quarter in respect of which the Service Level was not met.

3.5 Service credits will take the form of time and materials service time which will be credited to the client for use towards any of the services available under this agreement including but not limited to; training, development, configuration and projects.

3.6 The supplier reserves the right to offer Supplier Software licences in lieu of Service Credits.

3.7 The Client acknowledges and agrees that the terms of this Schedule 2 relating to Service Credits do not operate by way of penalty and are proportionate when considering the Client's legitimate interest to avoid any delay in provision of the Services.